

From: [Rosy Rajasingham](#)
To: [Appeals](#)
Cc: [Carlos Mojica](#); [Rebecca LeBlond](#); "Vz Erate East" via Erate
Subject: Demo Prep BR Appeal letter Application # 1044311
Date: Tuesday, March 15, 2016 11:03:26 AM
Attachments: [470_cert.pdf](#)
[DPBR Board Report October 2015.pdf](#)
[DPBR Charter Contract.pdf](#)
[Enrollment #s WAV Direct Cert.pdf](#)
[Internet Cox 2015 Cat1&2 DPBatonRouge.pdf](#)
[Internet MindShift 2015 Cat1-IA DPBatonRouge.pdf](#)
[Telcom Cox 2015 Cat1&2 DPBatonRouge.pdf](#)
[VerizonWireless 2015 Cat1-Wireless DPBatonRouge.pdf](#)
[10.30.16 appeal email- BEN 16081100 Application # 1044311.pdf](#)
[Demo Prep BR Letter of Appeal.docx](#)
[DPBR USAC FCDL Feb 2016.pdf](#)

Letter of Appeal

Schools and Libraries Division - Correspondence Unit

30 Lanidex Plaza West

P.O. Box 685

Parsippany, NJ 07054-0685

03/15/2016

Democracy Prep Baton Rouge School

240 East 123rd Street

New York, NY 10035

Email: erate@democracyprep.org

BEN #: 16081100

Application #: 1044311

FRN #:2849367

Service Provider/SPIN: Cox Communications Louisiana, LLC

FRN #:2849393

Service Provider/SPIN: Verizon Wireless

FRN #:2849439

Service Provider/SPIN: mindSHIFT Technologies

FRN #:2861140

Service Provider/SPIN: Cox Louisiana Telcom, LLC

FRNs 2849367 and 2849393 have not been funded. USAC memo states the following reason:

“DR1: Democracy Prep Baton Rouge Middle School-16081146 and Democracy Prep Baton Rouge Elementary School-16081206 do not meet the statutory definition of elementary and secondary schools to receive Universal Service Fund support. <><><><><> DR2: The category of service of this FRN is Voice Services. According to the FCC Order 14-99, all Voice Services are subject to a 20% per year phase down of support beginning in Funding Year 2015. Therefore, your discount rate of 20% is reduced to 0% and this Voice FRN is denied. <><><><><> DR3: The FRN references a FCC Form 470 which has not been certified by the applicant. This is a violation of the competitive bidding Program rules. The FCC Form 470 Certification page must be completed to certify the entity's compliance with all Program rules. “

The FCDL was issued on 10/22/15 and we filed an appeal 10/30/15 (proof of appeal email attached). We provided the same documentation to validate that Democracy Prep Baton Rouge Middle and Elementary school meet the statutory definition of Elementary and Middle schools to receive USAC support for Category 2 and we were funded but Category 1 was denied.

For FRN's 2849439 and 2861140 we were only funded for 20% instead of 90%. Attached is the FCDL letter dated 2/10/16 and we would like to appeal this decision.

Please let me know if you need any further information to review this request. Looking forward to hearing from you.

--

Rosy Rajasingham
Director of Operations
rrajasingham@educatellc.com
6464057382 (W)
3476330344 (C)
9175910877 (F)



Approval by OMB
3060-0806

Entity Number: 16081100

Contact Person: Chiv Heng

Applicant's Form

Identifier: DPBRFY15

Phone Number: (646) 829-9659

Schools and Libraries Universal Service

470

**Program Description of Services Requested
and Certification Form**

FCC Form 470 Application Number: 764530001303666

16. I certify that the applicant includes: (Check one or both.)

a. schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

17. [Reserved]

18. I certify that I will post my FCC Form 470 and (if applicable) make any applicable RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

19. I certify that I will retain required documents for a period of at least 10 years (or

whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

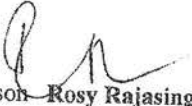
20. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Â§ 254 will be used primarily for educational purposes, see 47 C.F.R. Â§ 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Â§ 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

21. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.

22. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

23. I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Â§Â§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Â§ 1001.

24. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

25. Signature of authorized person 
27a. Printed name of authorized person Rosy Rajasingham
27b. Title or position of authorized person Consultant

26. Date 10/14/15

Check here if the consultant in Item 7 is the Authorized Person.

27c. Street Address, P.O. Box, Route Number, City, State, Zip Code
45 East End Ave #15C
New York, NY 10028

27d. Telephone Number of Authorized Person (646) 405-7382

27e. Fax Number of Authorized Person (917) 591-0877

27f. E-mail Address of Authorized Person rrajasingham@educatellc.com

27g. Name of Authorized Person's Employer Educatellc

FCC Form 470 Application Number: 764530001303666
DEMOCRACY PREP BATON ROUGE SCHOOL
4055 Prescott Rd.

Baton Rouge, LA 70805-0000

Service provider involvement with preparation or certification of an FCC Form 470

can taint the competitive bidding process and result in the denial of funding requests.

For more information, refer to the Schools and Libraries area of the USAC web site at

www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.

NOTICE: In accordance with Section 54.503 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. Â§ 54.503(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. Â§ 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. Â§ 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. Â§ 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. Â§ 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, KS 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, KS 66046
1-888-203-8100**

**FCC Form 470
October 2014**

Done

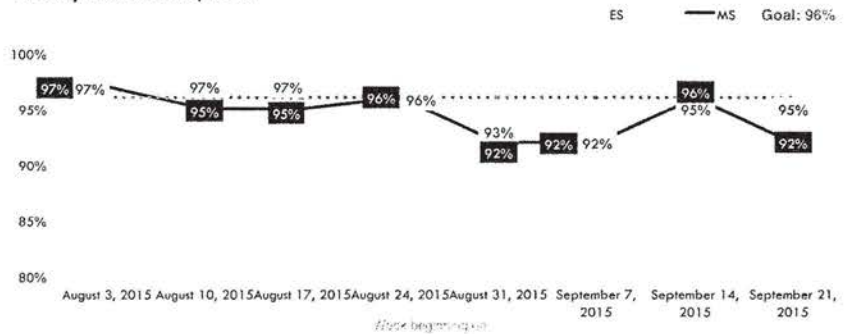
ENROLLMENT & ATTENDANCE

ES Kindergarten		Change since Sept 1
55 Total Enrollment		No Change
2 SWD 4%		No Change
1 ELL 2%		No Change
MS Grade 6		Change since Sept 1
85 Total Enrollment		-1
17 SWD 20%		No Change
0 ELL 0%		No Change
TOTAL Grades K-8		Change since Sept 1
140 Total Enrollment		-1
19 SWD 14%		No Change
1 ELL 1%		No Change

Enrollment Numbers are taken directly from the School Leader Dashboard. Enrollment is calculated by pulling class rosters from Jupiter Grades, the Student Information System used at Democracy Prep Baton Rouge. Scholars with Disabilities and English Language Learners are tracked in each of these systems, and are denoted by the acronyms SWD and ELL.

Attendance and Enrollment data were last pulled on **September 28th**.

Weekly Attendance, DPBR



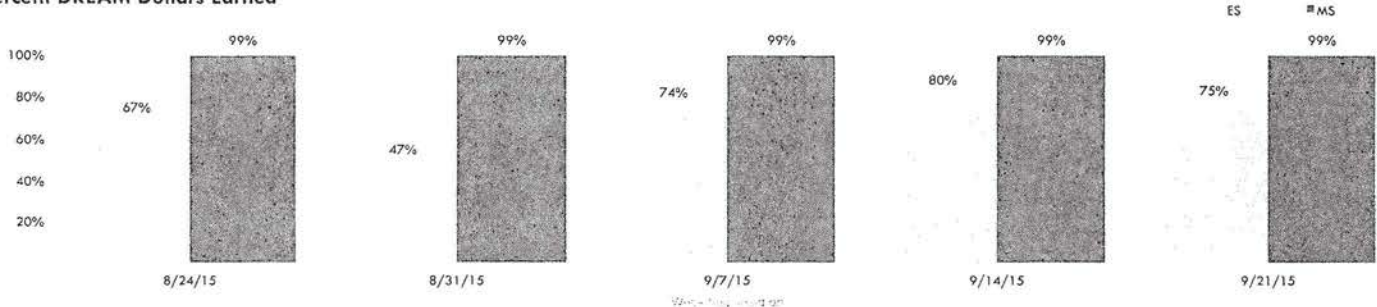
95% Year-to-Date Elementary School Weekly Attendance Average

92% Year-to-Date Middle School Weekly Attendance Average

Attendance is taken in Jupiter Grades, Democracy Prep's Student Information System. The figures here are summarized on the School Leader Dashboard.

CULTURE

Percent DREAM Dollars Earned



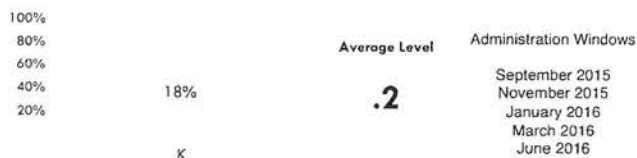
At both the Elementary and Middle School levels, DREAM Dollars are a useful proxy for gauging the general cultural environment at a school. Scholars earn DREAM Dollars for each day that he or she arrives to school and participates. Scholars receive deductions in various ways throughout the day when they may be off task, sent out of class, or missing work assignments. This metric is logged with Kickboard, an Information System that tracks individual balances for each scholar at each school. The data above is summarized in the School Leader Dashboard. The overall Percent Earned is calculated by viewing, in aggregate, the total number of dollars earned by each scholar over the total possible, according to his/her attendance.

This data is updated on the School Leader Dashboard every week. Data in this report was last pulled on **September 28th**.

ACADEMICS

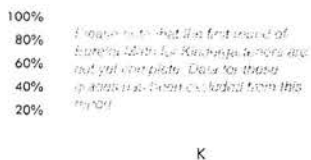
Democracy Prep Baton Rouge Elementary School

STEP Proficiency, Grade K



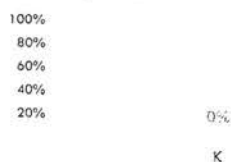
The STEP (Strategic Teaching and Evaluation of Progress) Assessment is administered to individual scholars five times across the entire year at the elementary level. With every year of instruction, scholars are expected to grow at least three STEP levels (which is the equivalent to one year of reading growth). It's important to note that the benchmarks for proficiency change over the course of the year, and this can cause fluctuation in absolute proficiency scores and growth trajectories. For example, at the beginning of second grade, a scholar is expected to come in at a STEP 6. By the end of T1, a scholar is expected to be a STEP 7. By the end of T2, a scholar should reach a STEP 8. By the end of second grade (T3), a scholar is expected to reach a STEP 9. Thus, it is possible for a scholar to be considered proficient at some point in the year (e.g. if they are a STEP 7 by the end of T1) and then not be counted as proficient if they only reach a STEP 8 by year's end. STEP growth is not linear.

Eureka Math Proficiency



Democracy Prep elementary schools use Eureka Math curriculum, which is another version of EngageNY math modules put out by the New York State Department of Education. This math curriculum assesses scholars in units after each module has been taught. Modules across the grades in K-5 are not assessed at the same time, and therefore, data on proficiency (the % of scholars earning an 80% or higher on unit assessments) will not always be updated at the same time. Additionally, the math proficiency numbers are cumulative--meaning with every unit the scholars are assessed on, the data rolls up into an overall proficiency number. Thus, if First Grade was 90% proficient (scoring 80% or higher on the unit assessment) on the unit 1 assessment and 80% proficient on the unit 2 assessment, the most up to date data on First Grade scholars would indicate that 85% of the scholars are at 70% proficiency or higher after two unit assessments were administered.

Bi-Monthly Writing Assessments, Grade K

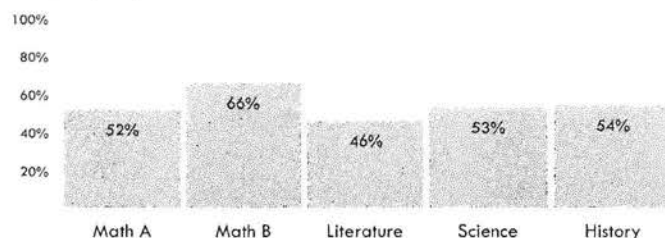


Writing assessments across K-5 are administered every other month, and thus, five times over the course of the year. Scholars at all grade levels are graded using an internally designed, common-core aligned rubric that denotes the EOY benchmarks for writing in that grade level. Therefore, proficiency scores will always be low at the start of every year on these assessments.

Democracy Prep Baton Rouge Middle School

Percent of Scholars Currently Passing Courses

Grade 6, by Subject



Course pass rates are taken on a semi-monthly basis, with all results aggregated from the School Leader's Dashboard. These percentages denote what percentage of scholars are currently passing courses. Please note that passing at Democracy Prep is 70% or above.

These course pass rates are calculated based on coursework from throughout the Trimester. Course grades are made up of classwork grades (30%), homework grades (25%), and test/quiz grades (45%). This 100% made up of class work, homework, and test/quiz grades represents 80% of the total course pass rate, with the trimester exam worth the additional 20%. The grading done by teachers and the decisions about what grades to use are decided by School Leaders in various ways.

This data is updated on the School Leader Dashboard every other week. Data in this report was last pulled on **September 28th**.



LOUISIANA DEPARTMENT OF EDUCATION

June 4, 2015

Dear Leslie Grover,

Enclosed you will find your Charter Contract for Democracy Prep Baton Rouge Charter School. Please thoroughly review this agreement. Additionally, sign and date the items indicated by the "Sign Here" tab, which includes the following:

- The final page of the Charter Contract
- Exhibit B: Grade Level Enrollment Table
- Exhibit E: Collective Bargaining Option
- Exhibit F: Teachers' Retirement System of Louisiana Option

Please return the completed **original** contract by June 30, 2015 to:

Patrick Walsh
Louisiana Department of Education
1615 Poydras Street
Suite 1400
New Orleans, LA 70112

We request that you obtain a tracking number when returning by mail the enclosed documents.

You may make a copy of this document but you must return the original contract to us. If you have any questions or concern about this agreement, please contact me at (504) 920-6882 or Patrick.Walsh@la.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Walsh", with a long, sweeping horizontal line extending to the right.

Patrick Walsh
Executive Director, Statewide Monitoring
Louisiana Department of Education

Louisiana Believes

Type 5 Charter Contract entered into by Democracy Prep Louisiana Charter School and the
Louisiana Department of Education

Dated as of July 1, 2015

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CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT

This Agreement is a Charter School Contract authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed by and between the Louisiana Board of Elementary and Secondary Education (BESE) and Democracy Prep Louisiana Charter School ("Charter Operator") on this, the 1st day of July, 2015.

RECITALS

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq., authorizes the creation of innovative kinds of independent public schools for students; and

WHEREAS, the Louisiana Legislature has stated its intention that the best interests of at-risk students shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" and

WHEREAS, the purposes of the "Charter School Demonstration Programs Law" are to provide opportunities for educators and others interested in educating students to form, operate, or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve student learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for students; (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures; (4) to require appropriate assessment and measurement of academic learning results; (5) to account better and more thoroughly for educational results; and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for learning programs at the school site; and

WHEREAS, the Louisiana Legislature, pursuant to La. R.S. 17:1990, created the Recovery School District (RSD) for the purpose of improving failing schools; and

WHEREAS, the RSD is authorized pursuant to La. R.S. 17:10.5 and 17:10.7 to take over the operation of failing schools, to reorganize failing schools, and to operate failing schools in whatever manner is determined by the administering agency of the Recovery School District to be most likely to bring the school to an acceptable level of performance; and

WHEREAS, the RSD may operate any school under its jurisdiction as a Type 5 charter school pursuant to the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq; and

WHEREAS, BESE finds that the Charter School's application is valid, complete, financially well-structured, educationally sound, and offers potential for fulfilling the purposes of the Charter School Demonstrations Program Law; and

WHEREAS, BESE is authorized, pursuant to La. R.S. 17:3971 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, the Board of Elementary and Secondary Education approved the Application of Democracy Prep Louisiana Charter School to be a Type 5 charter school, contingent upon completion by the Charter Operator of Pre-Opening Procedures and execution of a Charter Contract;

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter the following Agreement:

AGREEMENT

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Parties

- 1.1.1 This Charter School Contract is entered into between Democracy Prep Louisiana Charter School and its Board of Directors ("Charter Operator") and the Louisiana Board of Elementary and Secondary Education ("BESE") for the purpose of operating Democracy Prep Baton Rouge (the "Charter School"). This contract will be referred to herein as an "Agreement" or a "Charter Contract," and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign this Agreement on behalf of BESE is the President of BESE.
- 1.1.3 The Recovery School District ("RSD"), and the Louisiana Department of Education ("LDE"), in its capacity as the administering agency of the RSD, shall have jurisdiction over the Charter School pursuant to La. R.S. sections 17:10.5, 17:10.7, 17:1990, and 17:3973(2)(b)(v)(aa).
- 1.1.4 The person authorized to sign this Agreement on behalf of the Charter Operator is Leslie Glover (the "Charter Representative"), who must be an Officer of the Charter Operator's Board of Directors. The Charter Representative affirms as a condition of this Agreement that the Charter Operator's Board of Directors has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.5 The Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation is duly authorized according to the laws of the State of Louisiana, and certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.

1.1.6 The Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation has a Board of Directors, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

1.1.7 The Charter Operator affirms, as a condition of this Agreement, that no more than one person from the same immediate family, as defined by La. R.S. 42:1102(13), serves as a member of the Charter Operator's Board of Directors.

1.2 Location and Facility

1.2.1 RSD Facility

1.2.1.1 The RSD has the right to use any school building and all facilities and property otherwise part of a school that has been placed in the RSD's jurisdiction. Pursuant to this authority, the RSD, at its sole discretion, will make facilities available to the Charter Operator. The RSD will consider facility readiness, building capacity and design, community need, and availability of a temporary facility when exercising this discretion. Regardless of the foregoing, the RSD has sole discretion regarding facilities selection and has no obligation to make a facility available to a Charter Operator.

1.2.1.2 Occupancy of an RSD facility by the Charter Operator will be subject to a negotiated lease agreement between the RSD and the Charter Operator, incorporated herein by reference. The lease shall include, but not be limited to provisions detailing obligations regarding physical property, repair and replacement of physical property, maintenance and repair of the facility, and the RSD's duty to provide extensive repairs that would be considered a capital expense.

1.2.2 Non-RSD Facility

1.2.2.1 A Charter Operator may, at any time, make facilities arrangements for a non-RSD facility, subject to approval of the RSD.

1.2.2.2 The non-RSD facility must be located within the geographic boundaries of the area in which students resided who would have been eligible to enroll in the school prior to its conversion to a Type 5 charter school.

1.2.2.3 The non-RSD facility must comply with relevant health and safety provisions of this Agreement, laws, and regulations. Occupancy of a non-RSD facility will be subject at all times to RSD monitoring for compliance.

1.2.3 Maintenance

1.2.3.1 The Charter Operator shall be subject to all rules and procedures adopted by BESE with respect to facility maintenance, and shall comply with all

applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.

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SECTION 2. OPERATION OF SCHOOL

2.1 Purpose

- 2.1.1 The Charter Operator shall provide educational services according to the educational standards established by law, and this Agreement; measure student progress toward stated goals; and participate in student assessments required by law, regulation, and BESE policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE and/or the LDE and/or the RSD with timely and accurate reporting.

2.2 Governance

- 2.2.1 The Charter Operator and its Board of Directors are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.2.2 The Board of Directors of the Charter Operator will adopt by-laws for the charter and operate in accordance with such by-laws. The Board of Directors of the Charter Operator shall meet the member composition requirements in Bulletin 126.
- 2.2.3 Each member of the Charter Operator's Board of Directors shall complete and submit to the LDE a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure") and an Affirmation of Eligibility to Serve ("Board Affirmation"). These documents shall be submitted by each new Charter Operator board member within thirty (30) days of appointment. The Financial Disclosure shall be submitted to the Louisiana Board of Ethics by each board member on or before May 15 of each year after initial submission following appointment.
- 2.2.4 The school's Board of Directors shall establish by-laws consistent with the Louisiana Code of Governmental Ethics, including, but not limited to, the adoption of and adherence to a formal conflict of interest policy that is consistent with applicable law.
- 2.2.5 Meetings of the members and directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with Louisiana Open Meetings Law, La. R. S. 42:4.1, et seq.
- 2.2.6 The Charter Operator and its Board of Directors are responsible for the sound fiscal management of the Charter School. This provision shall not be construed to give rise to personal liability of individual board

members in instances where the law would not impose such personal liability.

- 2.2.7 The Charter Operator shall be the final authority in matters affecting the Charter School, including but not limited to, staffing, financial accountability, and curriculum, except as otherwise provided in this contract and as provided by applicable law and by policies promulgated by BESE.
- 2.2.8 Should the Charter Operator propose to enter into a contract with a "management organization," as defined by Bulletin 126, to manage the Charter School, the Charter Operator shall submit a copy of the proposed contract to the LDE and RSD for approval by BESE. The Charter Operator also agrees to submit any other information requested by LDE or the RSD regarding the management arrangement, including but not limited to, a description of the managing company, with identification of its principals and their backgrounds. The Charter Operator shall not enter into a management contract without BESE approval. Prior to submission to BESE for approval, the management contract must be submitted to the RSD or LDE for review of compliance with the requirements listed in BESE Bulletin 126 and the LDE "Management Organization Contract Requirements," available upon request by the LDE or RSD. A copy of any management contract entered into by Charter Operator and approved by BESE shall be incorporated into this Agreement as **Exhibit A**.

2.3 Grade Range; Number and Enrollment of Students

- 2.3.1 The Charter Operator shall provide instruction to students in such grades in each year of operation under the Agreement as described in the Charter School's Grade Level Enrollment Table, incorporated in this Agreement as **Exhibit B**.
- 2.3.2 The number of students to be served each year shall be determined by the RSD in accordance with procedures and timelines established by the RSD.
- 2.3.3 The enrolling, transferring, or removal of students from the Charter School is subject to the approval of the RSD, and must be done in accordance with all procedures and timelines established by the RSD. As part of these procedures, the RSD may require the Charter School to participate in a unified enrollment system or use of a designated student expulsion hearing office.
- 2.3.4 Geographic boundaries circumscribing the neighborhood surrounding the charter school from which students residing within may be given preference for enrollment shall be determined or approved by the RSD.

2.4 Student Recruitment and Enrollment

- 2.4.1 Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services.

2.5 Attendance

- 2.5.1 Attendance of students at the Charter School shall be in compliance with Louisiana's Compulsory Attendance Laws.

2.6 Student Handbook

- 2.6.1 The Charter Operator shall implement a Student Handbook, developed by the Charter Operator, and shall disseminate the Student Handbook to students and parents each school year. The Charter Operator's Student Handbook shall include, but not be limited to the Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which must be in compliance with applicable federal and state laws, BESE policy, and RSD requirements. The Charter School's Student Handbook shall be submitted to the RSD or LDE in accordance with timelines and procedures established by the RSD or LDE. The Charter School may be evaluated, as outlined in Bulletin 126, based on compliance with the provisions of the Charter School's Student Handbook, to the extent that such provisions do not violate federal or state law or BESE policy.
- 2.6.2 The Charter Operator shall implement and maintain a complaint policy to receive and handle complaints brought against the Charter School and/or the Charter Operator. The Complaint Policy shall be included in the Charter School's Student Handbook. The complaints process implemented by the Charter Operator shall be consistent with applicable law and due process. A copy of the Charter Operator's complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School, and made readily available to all others requesting a copy. In addition, the Charter School shall participate in, and comply with the requirements of any unified complaint process administered by the RSD or LDE.
- 2.6.3 The Charter School's Student Code of Conduct and Discipline Management Plan must be in compliance with applicable federal and state laws, BESE policy, and RSD requirements, and may be reviewed by the LDE or the RSD.

2.7 Student Expulsions

- 2.7.1 The Charter Operator shall conduct all student expulsions in compliance with requirements and procedures established by the RSD. As part of these procedures, the RSD may require the Charter School to participate in the use of a designated hearing office.

2.8 Alternative Education Services

- 2.8.1 The Charter Operator shall provide and/or pay for alternative education services for any student expelled from its school for disciplinary offenses in accordance with state law and BESE policy and requirements and procedures established by the RSD.

2.9 Pupil Progression Plan

- 2.9.1 The Charter Operator shall implement a Pupil Progression Plan (“Pupil Progression Plan”) developed in accordance with state laws and BESE policy. The Charter Operator shall annually submit its Pupil Progression Plan as required by the LDE or RSD.
- 2.9.2 The school’s Pupil Progression Plan will include provisions to ensure that the needs of at-risk students are being met.

2.10 Student Welfare and Safety

- 2.10.1 The School shall comply with all applicable federal and state laws concerning student welfare, safety, and health, including but not limited to state laws regarding the reporting of child abuse, accident prevention, fire safety, and disaster response, and any state regulations governing the operation of school facilities.

2.11 Nonsectarian Status

- 2.11.1 The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

2.12 Evaluation

- 2.12.1 The Charter Operator’s performance shall be evaluated in conformity with the standards as set forth in BESE Bulletin 126, which is hereby incorporated into, and made a part of, this Agreement by reference. For purposes of contract extension, renewal, and revocation decisions, and other evaluations of the Charter School’s performance, BESE will rely on the performance standards set forth in Bulletin 126. The Charter Operator acknowledges that the performance standards set forth in

Bulletin 126 are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards in Bulletin 126 in effect at the time of evaluation.

2.13 Curriculum

- 2.13.1 Subject to the conditions of this Agreement, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program in a manner that is consistent with state law, including but not limited to, requirements regarding content standards.

2.14 Student Records

- 2.14.1 The Charter Operator shall comply with any and all recordkeeping requirements of BESE, state law, and regulation and shall provide, upon request by the RSD or the LDE, any reports or student records, including, but not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 2.14.2 The Charter Operator shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g and La. R.S. 17:3914.
- 2.14.3 If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately secured and transferred to the LDE and RSD unless prior arrangements have been made between the Charter Operator, the LDE, and the RSD in accordance with the BESE-approved School Closure and Transfer Policy. The Charter Operator shall supply in a timely manner all reports, test results, and other information that are required under this Agreement, state law, and BESE policy and regulations in accordance with timelines and processes established by the RSD or LDE.
- 2.14.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.
 - i. The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.

- ii. If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.

2.14.5 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by the LDE or RSD.

2.15 Reporting

2.15.1 The Charter Operator shall supply in a timely manner all reports, test results, and other information required under this Agreement, state and federal law, or BESE policy and regulations, or requested by the LDE or RSD, in accordance with timelines and processes established by the RSD or LDE.

2.15.2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by BESE, LDE, or the RSD which may include the use of a document storage and management system and an oversight and compliance management system.

2.16 Assessment of Student Performance and Procedures for Corrective Action

2.16.1 The Charter Operator shall implement the plan for assessment of student performance, administration of statewide assessments, and procedures for corrective action required by state law, BESE policy, the LDE, or the RSD. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, in the manner prescribed by the RSD, including, but not limited to compliance with the RSD Testing Program Policy.

2.17 Education of Students with Exceptionalities

2.17.1 The Charter Operator will comply with all applicable requirements of federal and state law and BESE policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and La. R.S. 17:1941 et seq. Pursuant to La. R.S. 17:3996(C) the Charter Operator serves as the local educational agency ("LEA") for the purposes of any special education funding or statutory definitions.

2.18 Volunteer Requirements

2.18.1 Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student's parents to provide

any number of volunteer hours or on otherwise donating volunteer hours to the Charter School.

2.19 Parental Involvement Plan

2.19.1 The Charter Operator shall implement a plan to encourage and increase parental involvement.

2.20 Oversight Authority

2.20.1 BESE, the LDE, and the RSD shall have broad oversight over the Charter School pursuant to La. R.S. 17:3981. Such oversight authority shall include the right of BESE, the LDE, or the RSD to require the Charter Operator to undertake and complete corrective action in the event that there is a reasonable basis to believe that the Charter Operator may have violated any federal or state laws, BESE policy, or any of the terms or conditions of this Charter Agreement. All records established and maintained in accordance with the provisions of this Agreement, BESE policies and/or regulations, and federal and state law shall be opened to inspection by BESE or the LDE.

2.21 Site Visits

2.21.1 The Charter Operator shall allow representatives from BESE, the RSD, the LDE, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.

2.22 Production of Documents and Data

2.22.1 Representatives of the Charter Operator or the administrator of the charter school shall produce all documentation and information requested by BESE, the LDE, the RSD, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency within three (3) business days of a request, if not prohibited by FERPA or R.S. 17:3914. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

2.22.2 Representatives of the Charter Operator or the administrator of the charter school shall provide data to the RSD as needed for the operation of support programs including, but not limited to, the coordinated enrollment, truancy intervention, and coordination expulsion systems.

2.23 Attendance Required of Charter Operator and/or its Employees

2.23.1 Members and employees of the Charter Operator shall attend all training sessions required by BESE, the RSD, or the LDE.

2.23.2 The Charter Operator, or a representative of the Charter Operator, shall attend all meetings in which BESE, the RSD, or the LDE requests its presence. These meetings shall include, but are not limited to, meetings with BESE or LDE or RSD staff, BESE committee meetings, and Board meetings.

2.24 Services Required to be Provided

2.24.1 The Charter Operator agrees that the Charter School will provide the services set forth and in the manner specified as "Services Required to Be Provided," incorporated in this Agreement as **Exhibit C**, and subject to the terms and conditions specified therein. The "Services Required to Be Provided," specifically include the duty to provide transportation to all students enrolled in the Charter School, subject to the conditions outlined in **Exhibit C**.

2.25 Health Services and Protections

2.25.1 The Charter Operator shall provide appropriate health services and safety protections consistent with applicable federal and state law and BESE policy.

2.26 Non-Discrimination

2.26.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.

2.26.2 The Charter Operator agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

2.26.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

2.27 Notification Requirements

- 2.27.1 The Charter Operator shall notify the RSD and LDE in a timely manner of any conditions that may cause it to vary from the terms of this Agreement, or from state law or federal law, or BESE requirements.
- 2.27.2 The Charter Operator shall notify the RSD and LDE of any circumstance requiring the temporary or permanent closure of the Charter School as required by BESE Bulletin 126, including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 2.27.3 The Charter Operator shall notify the RSD or LDE of the arrest of any members of the Charter School's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in La. R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.
- 2.27.4 The Charter Operator shall notify the RSD or LDE of its default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more.
- 2.27.5 The Charter Operator shall remain in good standing with the Office of the Louisiana Secretary of State and shall immediately notify the RSD and LDE of any change in its standing.
- 2.27.6 If the Charter Operator has contracted with a management organization and such contract is terminated or not renewed, it shall provide written notification to the LDE or the RSD within two (2) business days stating the reasons for the termination of the relationship.
- 2.27.7 The Charter Operator shall submit a formal plan for the continued operation of the school to the State Superintendent of Education within 10 days of written notification of the contract's termination. If no plan is received or the plan received is deemed inadequate by the State Superintendent of Education, the Recovery School District shall have interim authority to operate the school until the charter operator resubmits a plan deemed acceptable by the Superintendent.
- 2.27.8 Failure of the board to notify LDE or the RSD about loss of the management organization within two business days may result in BESE rendering the charter operator or a majority of its board members ineligible to operate a charter school for up to five (5) years.

2.28 Compliance with Applicable Law

2.28.1 The Charter Operator shall comply with all federal and state laws and regulations applicable to charter schools and all requirements imposed by BESE policy and regulation.

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SECTION 3. SCHOOL FINANCIAL MATTERS

3.1 Funding

- 3.1.1 Prior to the beginning of the new fiscal year, the Charter School Operator shall follow procedures required by LDE Finance to determine enrollment projections for the upcoming school year.
- 3.1.2 The Louisiana Department of Education will calculate state funding pursuant to formulas developed by the RSD, which may include differentiated funding for certain students, including students identified as being eligible for special education services. All such calculations shall be consistent with the Charter School Fiscal Oversight Policy ("Fiscal Oversight Policy"), incorporated herein as **Exhibit D**. The Charter Operator shall remain subject to any amendments to the Fiscal Oversight Policy subsequent to the execution of this Charter Contract.
- 3.1.3 Federal funds shall be distributed per federal formulas and criteria.
- 3.1.4 The Charter Operator shall be a local education agency for the purpose of applying for state and federal funds and shall be responsible for submitting its own consolidated application for federal funds. For all state and federal grant funds, schools under the jurisdiction of the RSD may seek such state and federal funds as the Charter Operator deems appropriate.
- 3.1.5 Monthly Minimum Foundation Program ("MFP") allocations will be transferred to the Charter Operator not later than the 25th of each month, and the first Minimum Foundation Program allocation shall occur in July 2015. The Charter School will report student, staff, and financial information in the manner prescribed by the RSD and LDE and allocations may be adjusted during the year, as necessary to reflect the actual student count, staff count, and prior year local revenues.
- 3.1.6 The Louisiana Department of Education is permitted to withhold a percentage of each Charter School's MFP funds for administrative overhead costs incurred by the chartering authority for considering the charter application and any amendment thereto, providing monitoring and oversight of the school, collecting and analyzing data of the school, and for reporting on school performance.
- 3.1.7 The Charter School may contract with the RSD for the direct purchase of specific services. Such services shall be provided to the charter school at the actual costs incurred by the RSD. The amount paid by a charter school for such purchased services shall be in accordance with a written agreement entered into for this purpose by the Charter School and the RSD. Such agreement shall be negotiated and executed prior to the beginning of each school year.
- 3.1.8 The implementation and/or continuation of the provisions of this Charter Contract are contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the legislature fails to

Charter Contract for Democracy Prep Baton Rouge operated by Democracy Prep Louisiana Charter School

appropriate sufficient monies to provide for the implementation and/or continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the implementation and/or continuation of the Charter Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

- 3.1.9 No liability shall accrue to BESE, the Recovery School District, the LDE, the State of Louisiana, or any political subdivision of the state in the event the previous paragraph is exercised. Neither the State of Louisiana, nor BESE, nor the Recovery School District, nor the Department of Education shall be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph.
- 3.1.10 Notwithstanding the foregoing, the Charter Operator acknowledges that the RSD or the LDE may, at its discretion, withhold funds to charter schools that do not submit requested data to Board staff, the Louisiana Department of Education, the RSD, and contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

3.2 Financial Accounting and Reporting

- 3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall comply with the provisions of La. R.S. 39:1301 through 1315 (Local Government Budget Act) and shall submit a budget directly to the State Superintendent of Education ("superintendent") in a manner and at the times prescribed in the Fiscal Oversight Policy, incorporated herein as **Exhibit D**.
- 3.2.2 The Charter Operator shall clearly note on each budget it submits to the State Superintendent of Education the total amount of any surpluses of any public funds that have accrued. The RSD reserves the right to compel the Charter Operator to submit a plan, subject to RSD approval, for the expenditure of any such surpluses and the implementation of the approved plan. The Charter Operator reserves the right to submit a long-term, multi-year plan, not to exceed the term of its charter or any renewal thereof.
- 3.2.3 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by the RSD or LDE prescribing forms and practices for budgeting, accounting, and financial reporting, including but not limited to, those prescribed in the Fiscal Oversight Policy, incorporated herein as **Exhibit D**.
- 3.2.4 The Charter Operator shall conduct and submit to the RSD or LDE an annual independent audit to be conducted by a certified public accountant in accordance

with La. R.S. 24:513 et seq., and 17:3996(F), the cost of which shall be borne by the Charter Operator.

3.3 Qualified and Competent Business Professional

- 3.3.1 The Charter Operator shall retain for the duration of this Charter a Qualified and Competent Business Professional who meets or exceeds the minimum requirements and qualification specified by BESE policy in Bulletin 1929, the *Louisiana Accounting and Uniform Governmental Handbook*, to produce all financial and accounting information and reporting required by this Charter Contract, state law, and BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor. The Qualified and Competent Business Professional shall affix his or her signature to every document he or she prepares, thereby validating its authenticity as his or her work product and thereby affirming that the information contained therein is true and accurate. All documents and reports submitted pursuant to this Paragraph shall contain the signature of the Qualified and Competent Business Professional, thereby affirming that the information contained therein is true and accurate.
- 3.3.2 The Charter Operator shall ensure that a Qualified and Competent Business Professional validates all student count reports submitted by the Charter Operator to the Department of Education and BESE.
- 3.3.3 The Charter Operator shall ensure that a Qualified and Competent Business Professional is responsible for validating all inventory reports submitted to BESE by the Charter Operator.

3.4 Tuition and Fees

- 3.4.1 The Charter Operator shall not charge any student tuition, an attendance fee, or a fine of any kind. Any other fee shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment, registration, earning of credit, or receipt of grades of any student on the payment or nonpayment of fees.

3.5 Financial Records

- 3.5.1 All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Louisiana Public Records Act. If this Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to the RSD and/or the LDE in accordance with the BESE-approved School Closure and Transfer Process.

3.6 Assets

- 3.6.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If

this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all assets purchased with any public funds shall automatically revert to the full ownership of BESE and shall be disposed of according to the BESE-approved School Closure and Transfer Process.

- 3.6.2 If the Charter School fails to open and serve students or closes for any reason, including the revocation of its Charter, the Charter Operator shall immediately refund all equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve students or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment.
- 3.6.3 In the event of a voluntary surrender of the Charter, the Charter Operator shall comply with the BESE-approved School Closure and Transfer Process regarding the disposal of property and funds.
- 3.6.4 If the charter school fails to open and serve students or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the U.S. Department of Education or the Louisiana Department of Education, or to any other federal funding source, except as specifically permitted by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits.
- 3.6.5 The Charter Operator shall maintain records of any assets acquired with any private funds that remain the property of the Charter Operator. If the Charter Operator's accounting records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset will revert to BESE.
- 3.6.6 The Charter Operator shall maintain a complete and current inventory of all school property and shall audit the school property inventory annually.
- 3.6.7 The Charter operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by BESE, the LDE, RSD, or its designee.
- 3.6.8 The Charter Operator agrees to manage the school fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein prior to the Charter School's conversion to a Type 5 charter school in accordance with the provisions of La. R.S. 17:414.3 and any policy adopted pursuant thereto.

3.7 Insurance

- 3.7.1 The Charter Operator shall provide a description of the insurance coverage the school will obtain according to application requirements outlined in Bulletin 126.

- 3.7.2 The Charter Operator shall obtain property insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide BESE or the State of Louisiana with the ability to file a claim for any loss of property purchased with state or federal funds.
- 3.7.3 Charter Schools operating in RSD facilities shall obtain property insurance through the RSD's insurance policy with the Louisiana Division of Administration Office of Risk Management. The Charter Operator shall obtain separate property insurance to insure contents that is not covered under the policy provided by the Office of Risk Management.

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SECTION 4. PERSONNEL

4.1 Employment Matters

- 4.1.1 The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of BESE or the LDE. The Charter Operator shall complete and submit to the RSD or LDE the Collective Bargaining Option Form, incorporated in this Agreement as **Exhibit E**.

4.2 Instructional Providers and Administrators

- 4.2.1 The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state law, rules, and regulations and BESE policy.
- 4.2.2 The Charter Operator shall evaluate all administrators and instructional providers as required by applicable state law and BESE policy.

4.3 Paraprofessionals

- 4.3.1 Paraprofessionals employed by the School shall meet all qualification requirements imposed by applicable federal and state law, rules, and regulations.

4.4 Criminal History Review.

- 4.4.1 The Charter Operator shall conduct a criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification for each individual the Charter Operator intends to hire. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.
- 4.4.2 The charter school shall not hire a person who has been convicted of or has pled *nolo contendere* to a crime listed in R.S. 15:587.1(C) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, school security personnel, cafeteria personnel, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge and the district attorney of the parish.
- 4.4.3 No person employed or otherwise associated with the charter school, including any contact person listed on the charter school application or any member of the management board, who has been convicted of, or who has pleaded *nolo*

contendere to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school funds.

- 4.4.4 The Charter Operator shall adhere to all policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.

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SECTION 5. CHARTER TERM, RENEWAL & REVOCATION

5.1 Four-Year Term

- 5.1.1 This Charter School Contract shall be effective upon complete execution for an initial period of four years and will terminate on June 30, 2019, unless extended for a maximum initial term of five years, contingent upon the results of a review conducted after the completion of the third year of operation.

5.2 Extension

- 5.2.1 BESE shall conduct an evaluation of the Charter School after the completion of the third year of operation based on the evaluation and extension standards outlined in BESE Bulletin 126.
- 5.2.2 The Charter Contract shall be reviewed based on academic, financial, and organizational standards set forth in Bulletin 126. If such performance data reveal that the Charter School is meeting the extension standards outlined in Bulletin 126, BESE shall extend the duration of the charter contract for a maximum initial term of five years.
- 5.2.3 BESE may require, as a condition of an extension, that the Charter Operator amend its charter and/or take appropriate corrective action to remedy any material deficiencies that BESE identifies.
- 5.2.4 If the Charter School fails to meet the extension standards outlined in Bulletin 126, BESE may, at the Superintendent's recommendation, allow the charter contract to expire at the end of the Charter School's fourth year of operation, or grant the school a one year probationary extension.
- 5.2.5 If the Charter School is granted a probationary extension, the Charter Operator must comply with all conditions set forth in BESE's extension determination and submit progress reports as required by the LDE or RSD regarding the progress toward improving its performance. If the Charter School has resolved all issues related to its probationary extension, BESE may, at the Superintendent's request, vote to remove probationary status.
- 5.2.6 If BESE grants the Charter Operator an extension or probationary extension of this Agreement, the extension will terminate on June 30, 2019.

5.3 Renewal

- 5.3.1 Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of BESE pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and BESE policy in Bulletin 126.

- 5.3.2 Upon consideration for initial renewal, if the Charter School is on probationary extension, and has not resolved all of the issues related to its probation status, the State Superintendent may recommend that the board deny the charter school's request for renewal.

5.4 Revocation

- 5.4.1 As provided by law, BESE may terminate, or revoke this Agreement at any time upon a determination and affirmative vote by a majority of BESE that the Charter Operator, its board members, officers or employees did any of the following:
- 5.4.1.1 Committed a material violation of any of the conditions, standards, or procedures provided for in this Agreement or in BESE policy;
 - 5.4.1.2 Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in this Agreement or in BESE policy;
 - 5.4.1.3 Failed to meet generally accepted accounting standards of fiscal management; or
 - 5.4.1.4 Violated any provision of law or BESE policy applicable to a charter school, its officers, or employees.
 - 5.4.1.5 This Agreement shall be revoked in compliance with the procedures outlined for revocation proceedings in Bulletin 126.
- 5.4.2 This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety, or welfare of students is threatened. BESE must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator.

5.5 Closure

- 5.5.1 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the School Closure Protocol developed by the LDE and approved by BESE and applicable law. The LDE, RSD, and BESE shall have authority to supervise, oversee, or direct the dissolution of the charter school and the disposition of assets of the charter school.
- 5.5.2 If the Charter School permanently closes and ceases its operations, the Charter School shall comply with La.R.S. 17:3991 and proceed according to the BESE School Closure Protocol.

- 5.5.3 Upon the Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, the Charter Operator shall (i) comply with the School Closure Protocol and applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of the Charter Operator who shall retain responsibility for the security of and access to all Charter School records, including student records, (iii) provide the means and capability to access Charter School records, including student records, to the LDE or RSD, as designated in writing, and (iv) fully cooperate with the LDE or RSD, who shall have unrestricted and equal access to Charter School records, including student records during the period prior to the closure of the Charter School. Upon termination and closure, Charter Operator shall secure all Charter School records, including student records, in the possession of the Charter School and shall grant to the LDE or RSD access to records requested by the LDE or RSD. The LDE or RSD may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Charter School records, including the student records which are within the LDE's or RSD's possession; provided that in performing the Charter Operator's legal or contractual duties, the Charter Operator shall comply with applicable law, and the School Closure Protocol. The Charter Operator shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to the LDE or RSD.

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SECTION 6. OPERATION OF THE CONTRACT

6.1 Entire Agreement

- 6.1.1 The Charter Operator and BESE intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.

6.2 Notice

- 6.2.1 Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the following:

In the case of the Charter Operator:

In the case of the Board of Elementary and Secondary Education:

Executive Director
Board of Elementary and Secondary Education
P.O. Box 94064
Baton Rouge, LA 70804

Executive Director
Office of Statewide Monitoring
P.O. Box 94064
Baton Rouge, LA 70804

Superintendent
Recovery School District
1615 Poydras St., Ste. 1400
New Orleans, LA 70112

6.3 Indemnification and Disclaimer of Liability.

- 6.3.1 The parties acknowledge that the Charter Operator is not acting as the agent of, or under the direction and control of BESE, the LDE, or the RSD, except as required by law or this Agreement, and that neither BESE, LDE, nor the RSD assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.
- 6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of BESE, LDE or the RSD to any third party. The Charter Operator shall clearly communicate to vendors and other entities and individuals outside BESE that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of BESE.
- 6.3.3 The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, BESE, the Recovery School District, the LDE, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, the Recovery School District or the Department of Education on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.
- 6.3.4 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator or the School is an officer, employee, or agent of BESE, the Recovery School District, the Department of Education, or the State of Louisiana.
- 6.3.5 The parties acknowledge that neither BESE, nor the Recovery School District, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.6 The parties acknowledge that BESE and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority, including the Charter School.

6.4 Waiver

- 6.4.1 The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.5 Assignment

- 6.5.1 No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE, and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE, which approval may be given or withheld at the sole discretion of BESE. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.

6.6 Applicable Law

- 6.6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.
- 6.6.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Type 5 charter schools, and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement, and in BESE policy.
- 6.6.3 The parties intend that they be bound by, and that this Agreement be subject to, any and all future amendments or additions to the statutes, regulations, policies and procedures applicable to charter schools. The Charter Operator and BESE hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.

6.7 Severability

- 6.7.1 The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.

6.8 No Third Party Beneficiary

- 6.8.1 The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to BESE and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.9 Counterparts; Signature by Facsimile

- 6.9.1 This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

6.10 Material Amendment

- 6.10.1 Any material amendment to this Agreement will be effective only with approval of both BESE, or its designee, and the Charter School's Board of Directors. A Material Amendment shall not become effective and the Charter Operator shall not take action or implement the changes requested in the amendment until the amendment is approved by BESE or its designee.
- 6.10.2 The Charter Operator will submit any proposed Material Amendment in accordance with guidance promulgated by BESE.
- 6.10.3 Changes to the Agreement that constitute Material Amendments shall be identified in BESE Bulletin 126.

6.11 Non-Material Amendment

- 6.11.1 A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to the LDE or the RSD.
- 6.11.2 The Charter Operator will notify the LDE or the RSD of any proposed Non-Material Amendment in accordance with guidance to be promulgated by BESE.
- 6.11.3 A Non-Material Amendment by the Charter Operator will be effective five (5) business days following receipt of Notification, unless BESE, the LDE, or RSD notifies the Charter Operator that it objects to the proposed Amendment.
- 6.11.4 A non-material amendment by BESE due to a change in BESE policy or LDE or RSD regulations or policies or any amendments thereto will be effective immediately unless a different effective date is stated therein.
- 6.11.5 Non-Material Amendments to the Agreement shall be identified in BESE Bulletin 126.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**LOUISIANA STATE BOARD OF ELEMENTARY
AND SECONDARY EDUCATION:**

By: 
BESE PRESIDENT

3/5/2015
DATE

CHARTER OPERATOR:

By: 
CHAIR/PRESIDENT

12 June 2015
DATE

TABLE OF EXHIBITS

Exhibit A:	Management Organization Contract (if applicable)
Exhibit B:	Grade Level Enrollment Table
Exhibit C:	Services Required to be Provided
Exhibit D:	Fiscal Oversight Policy
Exhibit E:	Collective Bargaining Option Form
Exhibit F:	Teachers' Retirement System of Louisiana Option Form


CHARTER SCHOOL CONTRACT: EXHIBIT B

Grade Level Enrollment Table

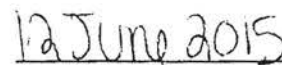
Name of Charter School: Democracy Prep Baton Rouge

Name of Charter Operator: Democracy Prep Louisiana Charter School

Grade Level	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
K	110	110	110	110	110
1	---	110	110	110	110
2	---	---	110	110	110
3	---	---	---	110	110
4	---	---	---	---	110
5	---	---	---	---	---
6	110	110	110	110	110
7	---	110	110	110	110
8	---	---	110	110	110
9	---	---	---	---	---
10	---	---	---	---	---
11	---	---	---	---	---
12	---	---	---	---	---
TOTAL	220	440	660	770	880



Signature of Charter Operator's
Authorized Representative



Date

CHARTER SCHOOL CONTRACT: EXHIBIT C

Services Required to be Provided

Name of Charter School: Democracy Prep Baton Rouge

Information Technology: The charter operator shall provide IT services in accordance with RSD requirements related to the federal E-rate program, if applicable.

Facility and Grounds: The Charter Operator agrees to ensure that the facility and grounds are maintained and services are performed in accordance with the Facility Lease Agreement. The Charter Operator may fulfill its obligations through services provided by a contractor pursuant to a contract managed by the Recovery School District. The Charter Operator will notify the RSD of its intent to enter into a contract with a provider or participate in an RSD-managed contract in accordance with deadlines established by the RSD. If the Charter Operator chooses to participate in an RSD-managed contract, the RSD will bill the charter operator monthly for an amount totaling the cost of the service provided by the contractor and an additional administration fee for the cost of managing the contract. Payment must be received within fifteen (15) days of the date of the bill.

Transportation: The Charter Operator agrees to provide transportation services to students residing within the parish or within its approved attendance zone. Transportation must be offered if the student resides more than one mile from the school; transportation pick up locations may not be more than one mile from a student's physical address. The Charter Operator will abide by all federal and state law and policy regarding student transportation.

Food Service: The Charter Operator agrees to provide food services to students.

CHARTER SCHOOL CONTRACT: EXHIBIT D

CHARTER SCHOOL FISCAL OVERSIGHT POLICY

FOR CHARTER SCHOOLS IN LOUISIANA (Revised May 2013)

1. PROPOSED INITIAL BUDGET

Detailed budget data must be submitted in all Type 2 and Type 5 charter school proposals. The proposal review committee, BESE staff and LDOE review the data. The budget data shall include the following:

- a. Detailed budget for start-up/planning period
- b. Detailed budget for the first year of operation
- c. Detailed budget plan for the next four years of operation
- d. Supporting evidence that the start-up budget plan, first year budget plan, and five year budget plan are sound
- e. Procedures the school will institute to comply with the required performance of fiscal audits
- f. Projections of student enrollments for the first five years of operation

2. FINANCIAL REPORTING

- a. Each charter school shall submit quarterly reports to LDOE listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by LDOE and on dates specified by LDOE.

Due Date:	Financial Report
July 31	Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1.
September 30	Adopted Operating Budget Submission is required if July 31 Annual Operating Budget was not adopted in accordance with the Louisiana Local Government Budget Act.
October 31	First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30.
January 31	Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31.
April 30	Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31.

(Quarterly reports will include a statement from the Charter Operator's lead executive and Board President certifying the accuracy of the reports and the adherence to the Operator's Internal Control procedures.)

- b. Each charter school shall submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R.S. 17:25(A)(2) and 17:92. The AFR is a summary of financial activities for the school year just completed and is the instrument for the collection of fiscal data from the local education agencies (LEAs) in electronic form via the Department's LEADS portal. AFR instructions are located on the Department website at the following link:

<https://leads13.doe.louisiana.gov/lug/AFR/AFR.htm>

- c. The Charter Operator shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles.

3. STATE FUNDING ALLOCATIONS

a. Type 2 and Type 5 Charters

1. Funding for Type 2 and Type 5 charter schools is provided through the Minimum Foundation Program (MFP) and is based on the prior year's February 1 student count.
 - a. Charter schools in the first year of operation begin the fiscal year with a projected student count based on the approved charter application
2. The LDOE will calculate the per-pupil amounts per R.S. 3995.A.(1).
 - a. The initial per-pupil, provided in July, is based on projected, prior-year revenue and projected student counts. The initial local revenue per-pupil amount is a placeholder until the final calculation in the spring. Final local per-pupil amounts may be more or less than projected per-pupil amounts and allocations will be adjusted accordingly.
 - b. The final per-pupil, provided in the spring, is based on actual prior-year local revenue (as reported in the AFR for each LEA) and actual current-year student counts.
3. The LDOE will provide the charter school with a schedule of the initial allocation including monthly payments on or about July 1. Payments will be made on or about the 25th of each month.
4. Mid-year adjustments to funding are provided based on student membership count dates of October and February
 - a. October 1 of the current fiscal year compared to February 1 of the prior fiscal year
 - i. Charter schools receive adjustments for the base per-pupil amount times the number of students gained or lost
 - b. February 1 of the current fiscal year compared to October 1 of the current fiscal year

- i. Charter schools receive adjustments for one-half of base per-pupil amount times the number of students gained or lost

4. FEDERAL ALLOCATIONS

- a. The charter school is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within LDOE.
- b. Charter schools must submit copies of invoices or similar documentation to BESE/LDOE to substantiate all reimbursement requests for federal charter school grant funds issued from BESE/LDOE. All requests for reimbursements must be signed by the duly authorized representative of the charter operator.

5. AUDITS OF STATE AND FEDERAL FUNDS

- a. The charter school must agree to follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556. Charter schools are required to have an annual audit, and they must submit their audits to the Legislative Auditor's Office by six months after their fiscal year end.
- b. The charter school must also submit their annual audit to the Bureau of Internal Audit, Louisiana Department of Education, P. O. Box 94064, Baton Rouge, LA 70804-9064 by six months after their fiscal year end.
- c. In addition, the charter school is subject to audit by BESE, LDOE, Legislative Auditor, and any other appropriate state official.

6. GENERAL FISCAL PROCEDURES

- a. Charter operator shall allow the state officials full access to its financial and educational records, reports, files and documents of any kind.
- b. Charter operator further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations.
- c. Any charter school that receives state and federal money directly from BESE or LDOE, the president or chairman of the non-profit corporation (charter operator) that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDOE, or other state or federal agencies. The board of directors of the non-profit corporation may identify and officially designate by board motion, a member of that board of directors other than the president or chairman who will serve as their

- duly authorized representative. Copies of all notices or inquiries will also be provided to the school principal.
- d. All transactions or requests submitted by the charter operator to BESE/LDOE must be signed by the duly authorized representative of the charter operator.

7. INTERNAL CONTROLS

- a. Charter operator shall submit its Internal Control policy to the Department of Education for review and approval prior to beginning operations. The Department shall verify that the Internal Control policy for each Charter Operator contains the necessary procedures to ensure funds are safeguarded.
- b. All charter schools will be subject to selective, intermittent reviews of school financial records and internal control procedures. Additionally, the Department will use its risk assessment process to identify specific charter schools for mandatory internal control procedures review.
- c. Quarterly and annual financial reports will include certification that the Charter Operator's Internal Control procedures are being followed.

8. TECHNICAL ASSISTANCE

- a. BESE and LDOE may conduct annual fiscal in-service meetings or workshops. It is the responsibility of the charter operator to send appropriate staff or representatives of the charter school to these in-service meetings.
- b. Charter operator should reference the following publications and implement appropriate procedures based on this guidance:
 - i. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929. Available at <http://www.louisianabelieves.com/lde/uploads/18078.pdf>
 - ii. *Best Financial Practices for Louisiana Local Government*. Available at <http://www.lla.state.la.us/userfiles/file/oppaga.pdf>
 - iii. *School Activity Accounts Guide*. Available at <http://www.lla.state.la.us/userfiles/file/school.pdf> (scroll down to the School Activity Accounts Guide.)

CHARTER SCHOOL CONTRACT: EXHIBIT E

Collective Bargaining Option

Name of Charter School: Democracy Prep Baton Rouge

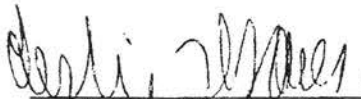
Select one of the options below:

Option 1

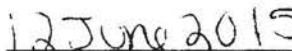
_____ The Charter Operator intends that the provisions of the collective bargaining agreement entered into by the local school district in whose jurisdiction this charter school is located shall apply to the Charter School.

Option 2

_____ The Charter Operator does not intend that the provisions of the collective bargaining agreement entered into by the local school district in whose jurisdiction this charter school is located shall apply to the Charter School.



Signature of Charter Operator's
Authorized Representative



Date

CHARTER SCHOOL CONTRACT: EXHIBIT F

Teachers' Retirement System of Louisiana Option

Name of Charter School: Democracy Prep Baton Rouge

TRSL & LSERS Option

Select one of the options below:

Option 1

_____ The Charter Operator intends to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.

Option 2

_____ The Charter Operator intends to participate in the Teachers' Retirement System of Louisiana only.

Option 3

_____ The Charter Operator does not intend to participate in the Teachers' Retirement System of Louisiana and the Louisiana School Employees' Retirement System.

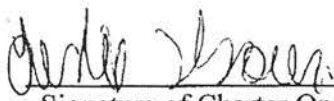
Participation

If Option 1 or 2 are selected, please answer below:

La. R.S. 17:3997(A)(3)(b)(i) allows charter schools to require active TRSL participation only for teachers that were previously employed by a local school board. Please select whether TRSL participation will be open to all teachers or only former local school board employees.

_____ All employees of the Charter Operator

_____ Former local school board employees now employed by the Charter Operator



Signature of Charter Operator's
Authorized Representative

12 June 2015

Date

[illegible]



Commercial Services Agreement

4/15/2015

Cox Account Rep:	Vincente Borerros	Cox System Address:	
Phone Number:	504-358-6768		2121 Airline Drive
Fax Number:	877-873-6206		Metairie, LA 70001
Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Democracy Preparatory Academy	Full Name:	Cheu Heng
Street Address:	4055 PRESCOTT RD	Billing Contact:	401-529-5289
City/State/Zip:	Baton Rouge, LA 70805	Fax:	
Billing Address:		Contact Number:	401-529-5289
City/State/Zip:		Email Address:	cheng@democracyprep.org
Cox Account #:	182-0000000-00		
Taxes and Fees Not Included			

Service Address: 4055 PRESCOTT RD, Baton Rouge, LA, 70805						Phone: 401-529-5289	
						Cox Account ID: 182-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 30 Mb		1	\$550.00	36	New	\$550.00	
Static IP Address Block - /29		1	\$0.00	36	New	\$0.00	
Cox Optical Internet Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Democracy Preparatory Academy:		MRC:	\$550.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 4055 PRESCOTT RD, Baton Rouge, LA, 70805						Phone: 401-529-5289	
						Cox Account ID: 182-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced Package		7	\$14.94	36	New	\$104.58	
Directory Listing-Non Published		1	\$0.00	36	New	\$0.00	
Network Interface Fee - Multi-Line		7	\$0.00	M-M	New	\$0.00	
Access Recovery Fee - Multi-Line		1	\$0.00	M-M	New	\$0.00	
VM Install		1	\$0.00				\$0.00
Additional Line / Jack Installation (Wired) *		3	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Democracy Preparatory Academy:		MRC:	\$104.58	NRC:	\$0.00	Equipment Cost:	\$0.00
Totals for all Accounts :		MRC:	\$654.58	NRC:	\$0.00	Equipment Cost:	\$0.00

If you are purchasing Dedicated Service Facilities.		Merge Bill
For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.		No

Special Conditions

Pricing is based on the bandwidth speeds requested by Customer. By signing this Agreement, Customer acknowledges that they have the option to upgrade their bandwidth over the term of this contract by mutual agreement of the parties. Any subsequent upgrades will be documented through a written amendment(s). Please see Cox's proposal, dated 2/6/15, to 470 #764530001303666 for upgrade bandwidth pricing which said proposal is incorporated herein a part of this contract. This agreement shall be for a term of thirty six (36) months beginning July 1, 2015 and end on June 30, 2018. This contract may be extended by mutual agreement of the parties by voluntary extension; this contract has 2 one year voluntary extensions.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature**Cox Louisiana Telcom, L.L.C.**

Signature:

Signature:

Print:

Chiv Heng

Print:

Title Position:

Sr. Dir. of Information Systems

Title Position:

Date: 4/15/15

Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



6-15

mindSHIFT Work Order

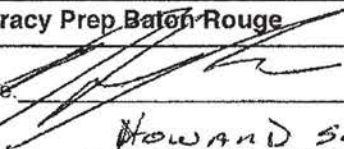
Democracy Prep Baton Rouge

Customer Name:	Democracy Prep Baton Rouge
Term of Service (number of months): Twelve(12)	The Term of Service begins on the date on which Customer executes this Work Order until the first anniversary of the date on which any of the Services is first available for Customer's production use as indicated on mindSHIFT's initial invoice for that Service (the "Deployment Date").

Summary of Estimated Fees

<u>mindSHIFT Service Charges (Monthly Recurring)</u>	<u>Amount Due</u>
Internet Access	\$2,500.00
Total mindSHIFT Service Charges (Monthly Recurring):	\$2,500.00

This work order in its entirety (all pages), mindSHIFT Technologies, Inc.'s terms and conditions of service posted at <http://www.mindshift.com/termsofservice>, and the documents attached to or referred to in any of the foregoing, each of which is hereby incorporated by reference and made part of this work order, are the sole and exclusive agreement between the parties concerning the subject matter of this work order and supersede all proposals, prior agreements, and communications between the parties, in any form, relating thereto.

mindSHIFT Technologies, Inc.	Democracy Prep Baton Rouge
Signature: _____	Signature: 
Name: _____	Name: <u>Howard Schneidman</u>
Title: _____	Title: <u>DPPS CFO</u>
Date: _____	Date: <u>4-3-2015</u>

mindSHIFT Work Order
Democracy Prep Baton Rouge

ORDER DETAILS

Customer Name: Democracy Prep Baton Rouge	Primary Contact Information:
State of Incorporation: New York	Name: Chiv Heng
Type of Incorporation: Corporation	Position: Director
Billing Address: 4055 Prescott Road	Phone: 225-236-2284
Billing Address2:	E-mail: cheng@democracyprep.org
City: Baton Rouge	
State: LA	Pricing valid from: 4/2/2015
Zip: 70805	Pricing valid until: 4/24/2015
Phone: 225-236-2284	Prepared By: John Stewart
Total Locations:	
*Tax Exempt: Yes	*Tax Exempt #:

*A copy of Customer's tax exempt certificate is required.

mindSHIFT Service Charges (Monthly Recurring)

Internet Access	Quantity	Unit Price	Total Fees
Internet Connectivity: E-Rate	1	\$2,500.00	\$2,500.00
Total Internet Access:			\$2,500.00

Total mindSHIFT Service Charges (Monthly Recurring): \$2,500.00

Additional Contract Terms Specific to Work Order



Commercial Services Agreement

4/15/2015

Cox Account Rep:	Vincente Borerios	Cox System Address:	
Phone Number:	504-358-6768		2121 Airline Drive
Fax Number:	877-873-6206		Metairie, LA 70001

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Democracy Preparatory Academy	Full Name:	Cheu Heng
Street Address:	4055 PRESCOTT RD	Billing Contact:	401-529-5289
City/State/Zip:	Baton Rouge, LA 70805	Fax:	
Billing Address:		Contact Number:	401-529-5289
City/State/Zip:		Email Address:	cheng@democracyprep.org
Cox Account #:	182-0000000-00		

Taxes and Fees Not Included

Service Address: 4055 PRESCOTT RD, Baton Rouge, LA, 70805						Phone: 401-529-5289	
						Cox Account ID: 182-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 30 Mb		1	\$550.00	36	New	\$550.00	
Static IP Address Block - /29		1	\$0.00	36	New	\$0.00	
Cox Optical Internet Installation Fee		1	\$0.00				\$0.00
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Democracy Preparatory Academy:		MRC:	\$550.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 4055 PRESCOTT RD, Baton Rouge, LA, 70805						Phone: 401-529-5289	
						Cox Account ID: 182-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced Package		7	\$14.94	36	New	\$104.58	
Directory Listing-Non Published		1	\$0.00	36	New	\$0.00	
Network Interface Fee - Multi-Line		7	\$0.00	M-M	New	\$0.00	
Access Recovery Fee - Multi-Line		1	\$0.00	M-M	New	\$0.00	
VM Install		1	\$0.00				\$0.00
Additional Line / Jack Installation (Wired) *		3	\$0.00				\$0.00
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Democracy Preparatory Academy:		MRC:	\$104.58	NRC:	\$0.00	Equipment Cost:	\$0.00
Totals for all Accounts :		MRC:	\$654.58	NRC:	\$0.00	Equipment Cost:	\$0.00

If you are purchasing Dedicated Service Facilities.						Merge Bill	
For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.						No	

Special Conditions

Pricing is based on the bandwidth speeds requested by Customer. By signing this Agreement, Customer acknowledges that they have the option to upgrade their bandwidth over the term of this contract by mutual agreement of the parties. Any subsequent upgrades will be documented through a written amendment(s). Please see Cox's proposal, dated 2/6/15, to 470 #764530001303666 for upgrade bandwidth pricing which said proposal is incorporated herein a part of this contract. This agreement shall be for a term of thirty six (36) months beginning July 1, 2015 and end on June 30, 2018. This contract may be extended by mutual agreement of the parties by voluntary extension; this contract has 2 one year voluntary extensions.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature**Cox Louisiana Telcom, L.L.C.**

Signature:


Chiv Heng

Signature:

Print:

Chiv Heng

Print:

Title Position:

Sr. Dir. of Information Systems

Title Position:

Date: 4/15/15

Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

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7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Wireless Service Quote For:

Democracy Prep Public School District

Prepared by	Jeffrey Sawyer
Mobile #	347-533-3360
Email Address	jeffrey.sawyer@verizonwireless.com
Today's Date	
Valid Until	

Current Carrier	
# of lines	
Minutes used	
Overage charges	
Total charges pre-tax	

Voice/Data Calling Plan Selecting 1-Year Line Terms

Discount- 23%

Plan	Qty	Standard Rate	Discounted Monthly Access Per line	Shared Minutes Per Line	Overage Per Minute	Data (MB) Per Line	Included Features	Sub Total
Nationwide for Business Plan with Share Option		\$38.45	\$29.61	400	0.25	N/A	Domestic Long Distance, National In Calling, Night & Weekend	\$0.00
Nationwide for Business Plan with Share Option		\$55.12	\$42.44	600	0.25	N/A	Domestic Long Distance, National In Calling, Night & Weekend	\$0.00
Nationwide for Business Plan with Share Option		\$70.50	\$54.29	1000	0.25	N/A	Domestic Long Distance, National In Calling, Night & Weekend	\$0.00
Nationwide for Business Plan with Email and Internet Share Option	30	\$64.09	\$49.35	400	0.25	N/A	Domestic Long Distance, National In Calling, Night & Weekend	\$1,480.48
Nationwide for Business Plan with Email and Internet Share Option		\$80.76	\$62.19	600	0.25	N/A	Domestic Long Distance, National In Calling, Night & Weekend	\$0.00
Nationwide for Business Plan with Email and Internet Share Option		\$96.14	\$74.03	1000	0.25	N/A	Domestic Long Distance, National In Calling, Night & Weekend	\$0.00
Unlimited Internet and Email		\$59.99	\$39.99	N/A	N/A	N/A	Unlimited Internet and Email	\$0.00
Total	30			12000				\$1,480.48

Optional Services and Features

Product	Qty	Description	Discounted Monthly Access	Total
Push to Talk		Unlimited Push to Talk Service	\$5.00	\$0.00
Tethering		Using the device as a hotspot	\$10.00	\$0.00
VZ Navigator		Turn by Turn Direction	\$10.00	\$0.00
Insurance		Full Coverage Insurance w/ \$50.00 deductible	\$5.99	\$0.00
Total	0			\$0.00

VOICE/DATA PLAN WITH OPTIONAL SERVICES AND FEATURES MONTHLY TOTAL:

\$1,480.48

Equipment

Product	Qty	Description	Full Retail Price	Price with 2 year Line Term	Additional Discount Per Device	Total
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total	0					\$0.00

Accessories

Product Description	Qty	Retail Price	Discount	Corporate Price	Total
					\$0.00
					\$0.00
Total	0				\$0.00

EQUIPMENT AND ACCESSORY TOTAL

\$0.00

Why Verizon Wireless:

Verizon Wireless offers the best customer experience in the wireless industry:

- > We rank #1 in customer loyalty.
- > We provide America's Largest and Most Reliable Wireless Voice and 3G Network.
- > We offer America's Largest Mobile to Mobile Calling Family, with over 80 million customers.
- > Nearly \$45 billion invested in the national network — that's an average of \$5.5 billion per year
- > Push To Talk - Instant Communication on America's Largest 3G network
- > Enterprise Contact Manager - Over the air Push To Talk contact management
- > Ability to manage your account on-line with My Business
- > We offer Friends & Family, giving you unlimited calling to the numbers that matter most to you.
- > Our Worry Free Guarantee gives you peace of mind.
- > We're not 100% satisfied unless you are.

*Our Surcharges (incl. Fed. Univ. Svc. of 11% of interstate & int'l telecom charges (varies quarterly), 7¢ Regulatory & 70¢ Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 4% - 34% to your bill. Activation fee/line: \$35 (\$25 for secondary Family SharePlan lines w/ 2 yr Agmts) Up to \$175 early termination fee, Offers & coverage, varying by service, not available everywhere. \$0.85 per mobile number (excluding BroadbandAccess and NationalAccess plans) and \$0.06 per mobile number for BroadbandAccess and NationalAccess plan may apply. Network details & coverage maps at vzw.com. © 2008 Verizon Wireless IMPORTANT CONSUMER INFORMATION: Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Pricing and discounts described herein are available to business customers signing a Major Account Agreement and maintaining a minimum of 5 lines, on calling plans with a minimum monthly access fee of \$34.99, under the business name.

Equipment is subject to availability. All services are subject to the Major Account Agreement and calling plan selected for each line of service — your sales rep can provide you with a calling plan brochure. RESELLING OF VERIZON WIRELESS SERVICES IS PROHIBITED. No changes can be made to this document.



Rosy Rajasingham <rrajasingham@educatellc.com>

BEN 16081100 Application # 1044311

Rosy Rajasingham <rrajasingham@educatellc.com>

Fri, Oct 30, 2015 at 2:20 PM

To: Appeals@sl.universalservice.org

471 application # 1044311's primary contact Chiv Heng is no longer with the school and we couldn't provide the requested information on time. We have gathered all the required information and request you to approve funding.

Attached:

470 cert page (470.cert.pdf)

School Charter (DPBR charter contract.pdf)

Enrollment (DPBR Borad Report)

BEN 16081146: 85 students

BEN 16081206: 55

Total 140





Proof of lunch attached (Enrollment WAV Direct cert.pdf)


Contracts for FRN 2849367,2849393, 2849439, 2861140


Please let us know if you need any additional information.


Rosy Rajasingham
Director of Operations
rrajasingham@educatellc.com

6464057382 (W)3476330344 (C)9175910877 (F)

8 attachments **470 cert.pdf**
940K **DPBR Board Report October 2015.pdf**
234K **DPBR Charter Contract.pdf**
8789K **Enrollment #s WAV Direct Cert.pdf**
3K **Internet Cox_2015_Cat1&2_DPBatonRouge.pdf**
179K**Internet MindShift_2015_Cat1-IA_DPBatonRouge.pdf**

 79K

 **Telcom Cox_2015_Cat1&2_DPBatonRouge.pdf**
179K

 **VerizonWireless_2015_Cat1-Wireless_DPBatonRouge.pdf**
78K

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
P.O. Box 685
Parsippany, NJ 07054-0685

03/15/2016

Democracy Prep Baton Rouge School
240 East 123rd Street
New York, NY 10035

Email: erate@democracyprep.org

BEN #: 16081100
Application #: 1044311

FRN #:2849367
Service Provider/SPIN: Cox Communications Louisiana, LLC

FRN #:2849393
Service Provider/SPIN: Verizon Wireless

FRN #:2849439
Service Provider/SPIN: mindSHIFT Technologies

FRN #:2861140
Service Provider/SPIN: Cox Louisiana Telcom, LLC

FRNs 2849367 and 2849393 have not been funded. USAC memo states the following reason:

"DR1: Democracy Prep Baton Rouge Middle School-16081146 and Democracy Prep Baton Rouge Elementary School-16081206 do not meet the statutory definition of elementary and secondary schools to receive Universal Service Fund support. <><><><><> DR2: The category of service of this FRN is Voice Services. According to the FCC Order 14-99, all Voice Services are subject to a 20% per year phase down of support beginning in Funding Year 2015. Therefore, your discount rate of 20% is reduced to 0% and this Voice FRN is denied. <><><><><> DR3: The FRN references a FCC Form 470 which has not been certified by the applicant. This is a violation of the competitive bidding Program rules. The FCC Form 470 Certification page must be completed to certify the entity's compliance with all Program rules. "

The FCDL was issued on 10/22/15 and we filed an appeal 10/30/15 (proof of appeal email attached). We provided the same documentation to validate that Democracy Prep Baton Rouge Middle and Elementary school meet the statutory definition of Elementary and Middle schools to receive USAC support for Category 2 and we were funded but Category 1 was denied.

For FRN's 2849439 and 2861140 we were only funded for 20% instead of 90%. Attached is the FCDL letter dated 2/10/16 and we would like to appeal this decision.

Please let me know if you need any further information to review this request. Looking forward to hearing from you.

Sincerely,

Rebecca LeBlond



USAC

Universal Service Administrative Company
Schools and Libraries Division

Correspondence Unit

30 Lanidex Plaza West

PO Box 685

Parsippany, NJ 07054-0685



TIME SENSITIVE MATERIAL

00081

Chiv Heng

DEMOCRACY PREP BATON ROUGE SCHOOL

1767 Park Ave., 3rd Fl.

New York, NY 10035



Revised Funding Commitment Decision Letter
Funding Year 2015: (07/01/2015 - 06/30/2016)

February 10, 2016

Chiv Heng
DEMOCRACY PREP BATON ROUGE SCHOOL
1767 Park Ave., 3rd Fl.
New York, NY 10035

RE: Form 471 Application Number: 1044311
Billed Entity Number: 16081100
Applicant's Form Identifier: DPBRC1FY2015

This letter is your notification that the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has completed its review of your request.

The Report that follows this Revised Funding Commitment Decision Letter (RFCDL) provides you with the dollar value and other details of the funding commitments made for the FCC Form 471 identified above. This Report may have been updated to reflect the new total amount of discount for a funding request. A decision in this Revised Funding Commitment Decision Letter (RFCDL) supersedes a decision in the ECDL you may have received for the Funding Request Number(s) (FRN) in the Funding Commitment Report (Report) that follows this letter. An explanation of the items in the Report is in the "Guide to USAC Letter Reports" posted in the Reference Area of our website.

If FCC Form 486, Receipt of Service Confirmation and Children's Internet Protection Act and Technology Plan Certification Form, has not already been submitted, applicants should use THIS updated information when completing the Form 486.

We are also sending this information to the service provider(s) identified in the Report.

NEXT STEPS

- Work with your service provider(s) to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements, if applicable
- Review CIPA requirements
- File and certify FCC Form(s) 486 if not already submitted
- Invoice USAC using the FCC Form 474 (service provider) or FCC Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

IMPLEMENTATION TIMEFRAME

Remember the deadlines for delivery and installation of non-recurring service. Non-recurring service for which funds are committed in this letter may be delivered and installed on or before September 30, 2016. Support for recurring services, however, is available only for services provided during the period July 01, 2015 through June 30, 2016.

Review any Contract Expiration Dates in the attached Report. Program rules allow contracts for non-recurring services to be extended in certain circumstances. If your contract will expire before non-recurring products/services are delivered or

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sld

installed, you must extend the contract and report the new contract expiration date using an FCC Form 500, Funding Commitment Adjustment Request Form, before invoicing USAC.

Keep the Form 486 deadline in mind. If some funding was approved on an FRN in your original FCDL, use the date of the original FCDL to determine your Form 486 deadline. If a new FRN was created for this Report or no funding was approved on an FRN in your original FCDL but funding has been approved in this letter, use the date in this FCDL to determine your Form 486 deadline. Form 486 must be received or postmarked no later than 120 days after the Service Start Date reported in the Form 486, or 120 days after the date of the FCDL that approves funding, whichever is later, to receive discounts retroactively to the Service Start Date.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the decision letter and the decision you are appealing:
 - appellant name
 - applicant and service provider names, if different than appellant
 - applicant BEN and Service Provider Identification Number (SPIN)
 - Form 471 Application Number 1044311 as assigned by USAC
 - Funding Request Number(s) (FRNs) you are appealing if provided in the letter
 - Funding Year 2015 Revised FCDL AND
 - the exact text or the decision that you are appealing.
3. Please keep your letter to the point and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.



NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: DEMOCRACY PREP BATON ROUGE SCHOOL
BEN: 16081100
Funding Year: 2015

Form 471 Application Number: 1044311
Funding Request Number: 2849439
Funding Status: Funded
Service Type: INTERNET ACCESS
Form 470 Application Number: 764530001303666
SPIN: 143031652
Service Provider Name: mindSHIFT Technologies
Contract Number:
Billing Account Number: N/A
Service Start Date: 07/01/2015
Contract Expiration Date: 06/30/2016
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$30,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,708.00
Discount Percentage Approved by the SLD: 20%
Funding Commitment Decision: \$0.00 - FRN approved as submitted

Revised FCDL Date: 02/10/2016
Appeal Wave Number: A12
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2016

Consultant Name: ROSY RAJASINGHAM
Consultant Number (CRN): 16049012
Consultant Employer: Educate LLC

FUNDING COMMITMENT REPORT
Billed Entity Name: DEMOCRACY PREP BATON ROUGE SCHOOL
BEN: 16081100
Funding Year: 2015



Form 471 Application Number: 1044311
Funding Request Number: 2861140
Funding Status: Funded
Service Type: INTERNET ACCESS
Form 470 Application Number: 764530001303666
SPIN: 143016765
Service Provider Name: Cox Louisiana Telcom, LLC
Contract Number:
Billing Account Number: N/A
Service Start Date: 07/01/2015
Contract Expiration Date: 06/30/2016
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$6,600.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,708.00
Discount Percentage Approved by the SLD: 20%
Funding Commitment Decision: \$0.00 - ERN approved as submitted

Revised FCDL Date: 02/10/2016
Appeal Wave Number: A12
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2016

Consultant Name: ROSY RAJASINGHAM
Consultant Number (CRN): 16049012
Consultant Employer: Educate LLC

